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**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

In re: **Byron Jerome Cooper**  
1601 Silla Dr.  
Little Elm, TX 75068

xxx-xx-1411

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Case No: **19-43811-elm-13**

Date: **9/30/2019**

Chapter 13

**Latricia Myles**  
1601 Silla Dr.  
Little Elm, TX 75068

xxx-xx-6661

Debtor(s)

**AMENDED 10/18/2019  
DEBTOR'S(S) CHAPTER 13 PLAN  
(CONTAINING A MOTION FOR VALUATION)**

**DISCLOSURES**

- ☒ This *Plan* does not contain any *Nonstandard Provisions*.
- ☐ This *Plan* contains *Nonstandard Provisions* listed in Section III.
- ☐ This *Plan* does not limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.
- ☒ This *Plan* does limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.

This *Plan* does not avoid a security interest or lien.

Language in italicized type in this *Plan* shall be as defined in the "General Order 2017-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

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Plan Payment: **Variable**  
Plan Term: **60 months**  
Plan Base: **\$291,650.00**  
Applicable Commitment Period: **60 months**

Value of Non-exempt property per § 1325(a)(4): **\$0.00**  
Monthly Disposable Income per § 1325(b)(2): **\$0.00**  
Monthly Disposable Income x ACP ("UCP"): **\$0.00**

Case No: 19-43811-elm-13

Debtor(s): **Byron Jerome Cooper**  
**Latricia Myles****MOTION FOR VALUATION**

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, *Debtor(s)* hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the *Trustee's* pre-hearing conference regarding Confirmation or shall be deemed waived.

**SECTION I**  
**DEBTOR'S(S) CHAPTER 13 PLAN - SPECIFIC PROVISIONS**  
**FORM REVISED 7/1/17**

**A. PLAN PAYMENTS:**

*Debtor(s)* propose(s) to pay to the *Trustee* the sum of:

\$1,000.00 per month, months 1 to 1.

\$3,550.00 per month, months 2 to 4.

\$5,000.00 per month, months 5 to 60.

For a total of \$291,650.00 (estimated "*Base Amount*").

First payment is due 10/16/2019.

The applicable commitment period ("*ACP*") is 60 months.

Monthly Disposable Income ("*DI*") calculated by *Debtor(s)* per § 1325(b)(2) is: \$0.00.

The Unsecured Creditors' Pool ("*UCP*"), which is *DI* x *ACP*, as estimated by the *Debtor(s)*, shall be no less than:  
\$0.00.

*Debtor's(s')* equity in non-exempt property, as estimated by *Debtor(s)* per § 1325(a)(4), shall be no less than:  
\$0.00.

**B. STATUTORY, ADMINISTRATIVE AND DSO CLAIMS:**

1. **CLERK'S FILING FEE:** Total filing fees paid through the *Plan*, if any, are \$0.00 and shall be paid in full prior to disbursements to any other creditor.
2. **STATUTORY TRUSTEE'S PERCENTAGE FEE(S) AND NOTICING FEES:** *Trustee's Percentage Fee(s)* and any noticing fees shall be paid first out of each receipt as provided in General Order 2017-01 (as it may be superseded or amended) and 28 U.S.C. § 586(e)(1) and (2).
3. **DOMESTIC SUPPORT OBLIGATIONS:** The *Debtor* is responsible for paying any Post-petition Domestic Support Obligation directly to the DSO claimant. Pre-petition Domestic Support Obligations per Schedule "E/F" shall be paid in the following monthly payments:

<u>DSO CLAIMANTS</u>	<u>SCHED. AMOUNT</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> <u>(MONTHS __ TO __)</u>	<u>TREATMENT</u> <u>\$__ PER MO.</u>
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C. **ATTORNEY FEES:** To Leinart Law Firm, total: \$3,700.00;  
\$0.00 Pre-petition; \$3,700.00 disbursed by the *Trustee*.

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Debtor(s): **Byron Jerome Cooper**  
**Latricia Myles****D.(1) PRE-PETITION MORTGAGE ARREARAGE:**

MORTGAGEE	SCHED. ARR. AMT	DATE ARR. THROUGH	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
RoundPoint Mortgage Servicing Corpora 1601 Silla Dr., Little Elm, TX 75068	\$10,896.48	9/1/19	0.00%	Month(s) 1-60	Pro-Rata

**D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:**

MORTGAGEE	# OF PAYMENTS PAID BY TRUSTEE	CURRENT POST- PETITION MORTGAGE PAYMENT AMOUNT	FIRST CONDUIT PAYMENT DUE DATE (MM-DD-YY)
RoundPoint Mortgage Servicing Corporatio 1601 Silla Dr., Little Elm, TX 75068	59 month(s)	\$3,129.26	12/1/19

**D.(3) POST-PETITION MORTGAGE ARREARAGE:**

MORTGAGEE	TOTAL AMT.	DUE DATE(S) (MM-DD-YY)	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
RoundPoint Mortgage Servicing Corpora 1601 Silla Dr., Little Elm, TX 75068	\$6,258.52	10/1/19 and 11/1/19	0.00%	Month(s) 1-60	Pro-Rata

**E.(1) SECURED CREDITORS - PAID BY THE TRUSTEE:**

A.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
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B.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%		TREATMENT Pro-rata
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Conn's Furniture	\$8,887.00	\$4,443.50	0.00%		Pro-Rata
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To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the *Debtor(s)* retain(s) the right to surrender the *Collateral* to the creditor in satisfaction of the creditor's claim.

**E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:**

A.

CREDITOR / COLLATERAL	SCHED. AMT.	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
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B.

CREDITOR / COLLATERAL	SCHED. AMT.	%		TREATMENT Pro-rata
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OneMain Financial 2007 Toyota Avalon	\$12,874.00	6.00%		Pro-Rata
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**Latricia Myles**

The valuation of *Collateral* set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the *Plan* per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

**F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:**

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	TREATMENT
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Upon confirmation, pursuant to 11 U.S.C. § 1322(b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the *Trustee* or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this *Plan* shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the *Debtor(s)*.

**G. SECURED CREDITORS - PAID DIRECT BY DEBTOR:**

CREDITOR	COLLATERAL	SCHED. AMT.
Capital One Auto Finance	2016 Cadillac CT6	\$38,493.00
Denton County Tax Assessor	1601 Silla Dr., Little Elm, TX 75068	\$0.00

**H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:**

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
Internal Revenue Service	\$40,000.00	Month(s) 1-60	Pro-Rata

**I. SPECIAL CLASS:**

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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JUSTIFICATION: \_\_\_\_\_

**J. UNSECURED CREDITORS:**

CREDITOR	SCHED. AMT.	COMMENT
Acceptance Now	\$0.00	
ACE Cash Express	\$5,496.40	
Ally Financial	\$0.00	
Balance Credit	\$2,700.00	
Capital One	\$2,551.00	
Capital One	\$2,130.00	

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Cash Net USA - Bankruptcy Department	\$600.00	
Check n Go	\$2,356.91	
Conn's	\$4,443.50	Unsecured portion of the secured debt (Bifurcated)
CoServ	\$0.00	
Credit One Bank	\$1,256.00	
Credit One Bank	\$1,138.00	
Credit One Bank	\$802.00	
Credit Protection Association	\$507.00	
Credit Systems International, Inc	\$123.00	
Department of Education/Nelnet	\$2,097.00	
Department of Education/Nelnet	\$1,330.00	
Discover Financial	\$1,638.00	
eMoneyUSA	\$1,598.00	
First Electronic Bank	\$0.00	
First Electronic Bank	\$0.00	
Front Point	\$1,800.00	
Hillcrest Davidson & A	\$553.00	
Mr. Cooper	\$0.00	
NCC Business Svcs Inc	\$2,793.00	
Nebraska Furniture Mart	\$0.00	
NTTA	\$1,200.00	
OneMain Financial	\$0.00	
Opportunity Financial	\$3,766.96	
Prestige Financial Svc	\$0.00	
Stream Energy	\$0.00	
Syncb/hhgreg	\$964.00	
Syncb/Rooms To Go	\$0.00	
Syncb/Rooms To Go	\$0.00	
Synchrony/Ashley Furniture Homestore	\$0.00	
Synchrony/Ashley Furniture Homestore	\$0.00	
Synchrony/Ashley Furniture Homestore	\$0.00	
Texas Health Physicians Group	\$0.00	
Trident Asset Management	\$130.00	
TOTAL SCHEDULED UNSECURED:	<hr/> \$41,973.77	

The Debtor's(s') estimated (but not guaranteed) payout to unsecured creditors based on the scheduled amount is 1%.

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

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**K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:**

§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
Vantage Storage	Rejected	\$0.00		

**SECTION II**

**DEBTOR'S(S) CHAPTER 13 PLAN - GENERAL PROVISIONS**  
**FORM REVISED 7/1/17**

**A. SUBMISSION OF DISPOSABLE INCOME:**

*Debtor(s)* hereby submit(s) future earnings or other future income to the *Trustee* to pay the *Base Amount*.

**B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:**

The Statutory Percentage Fees of the *Trustee* shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The *Trustee* is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

**C. ATTORNEY FEES:**

*Debtor's(s)* Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the *Trustee* in the amount shown as "Disbursed By The Trustee" pursuant to this *Plan* and the **Debtor's(s)** Authorization for Adequate Protection Disbursements ("AAPD"), if filed.

**D.(1) PRE-PETITION MORTGAGE ARREARAGE:**

The Pre-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition *Mortgage Arrearage* amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

**D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:**

*Current Post-Petition Mortgage Payment(s)* shall be paid by the *Trustee* as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The *Current Post-Petition Mortgage Payment(s)* indicated in Section I, Part D.(2) reflects what the *Debtor(s)* believe(s) is/are the periodic payment amounts owed to the *Mortgage Lender* as of the date of the filing of this *Plan*. Adjustment of the *Plan Payment* and *Base Amount* shall be calculated as set out in the General Order, paragraph 15(c)(3).

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

**D.(3) POST-PETITION MORTGAGE ARREARAGE:**

The *Post-Petition Mortgage Arrearage* shall be paid by the *Trustee* in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

*Mortgage Lenders* shall retain their liens.

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Debtor(s): **Byron Jerome Cooper**  
**Latricia Myles**

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**E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:**

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(i) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

**E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN:**

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

**F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:**

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

**G. DIRECT PAYMENTS BY DEBTOR(S):**

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

**H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:**

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCHED. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

**I. CLASSIFIED UNSECURED CLAIMS:**

Classified unsecured claims shall be treated as allowed by the Court.

**J. GENERAL UNSECURED CLAIMS TIMELY FILED:**

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

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**Latricia Myles**

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**K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:**

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section I, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the *Trustee* as indicated in Section I, Part K.

**L. CLAIMS TO BE PAID:**

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

**M. ADDITIONAL PLAN PROVISIONS:**

Any additional *Plan* provisions shall be set out in Section III, "Nonstandard Provisions."

**N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:**

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

**O. CLAIMS NOT FILED:**

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the *AAPD*.

**P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:**

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

**Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:**

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

**R. BUSINESS CASE OPERATING REPORTS:**

Upon the filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee's* duties but not the *Trustee's* right to investigate or monitor the *Debtor's(s')* business affairs, assets or liabilities.

**S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST-CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:**

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s')* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s')* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

**T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:**

*Debtor(s)* shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by *Debtor(s)*, prior to discharge, without consent of the *Trustee* or order of the Court after notice to the *Trustee* and all creditors.

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Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the *Case* is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the *Case* was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the *Case* is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the *Case* post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan*. Upon conversion of the *Case*, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

#### **U. ORDER OF PAYMENT:**

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 Plan, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

1st -- Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.

2nd -- Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.

3rd -- Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.

4th -- Attorney Fees in C, which must be designated to be paid pro-rata.

5th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.

6th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.

7th -- Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.

8th -- Any Creditors listed in D.(1), if designated to be paid per mo.

9th -- Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.

10th -- All amounts allowed pursuant to a *Notice of Fees, Expenses and Charges*, which will be paid pro-rata.

11th -- Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H, which must be designated to be paid pro-rata.

12th -- Special Class in I, which must be designated to be paid per mo.

13th -- Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.

14th -- Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.

15th -- Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.

Case No: 19-43811-elm-13

Debtor(s): **Byron Jerome Cooper**  
**Latricia Myles**

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16th -- Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.

17th -- Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

**V. POST-PETITION CLAIMS:**

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, *Debtor(s)* will modify this *Plan*.

**W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:**

See the provisions of the General Order regarding this procedure.

Case No: 19-43811-elm-13  
Debtor(s): **Byron Jerome Cooper**  
**Latricia Myles**

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**SECTION III**  
**NONSTANDARD PROVISIONS**

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

**None.**

I, the undersigned, hereby certify that the *Plan* contains no nonstandard provisions other than those set out in this final paragraph.

**/s/ Marcus Leinart**

Marcus Leinart, Debtor's(s') Attorney

\_\_\_\_\_  
Debtor (if unrepresented by an attorney)

Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) is respectfully submitted.

**/s/ Marcus Leinart**

Marcus Leinart, Debtor's(s') Counsel

**00794156**

State Bar Number

Case No: 19-43811-elm-13  
 Debtor(s): **Byron Jerome Cooper**  
**Latricia Myles**

---

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that the foregoing Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) was served on the following entities either by Electronic Service or by First Class Mail, Postage Pre-paid on the **18th day of October, 2019** :

(List each party served, specifying the name and address of each party)

Dated: **October 18, 2019**

**/s/ Marcus Leinart**

Marcus Leinart, Debtor's(s') Counsel

Acceptance Now  
 xxxxxxxxxxxxxxxxxxxx0707  
 Attn: Bankruptcy  
 5501 Headquarters Drive  
 Plano, TX 75024

Capital One  
 xxxxxxxxxxxxx5229  
 Attn: Bankruptcy  
 PO Box 30285  
 Salt Lake City, UT 84130

Credit One Bank  
 xxxxxxxxxxxxx0908  
 ATTN: Bankruptcy Department  
 PO Box 98873  
 Las Vegas, NV 89193

ACE Cash Express  
 1231 Greenway Dr, Ste 600  
 Irving, TX 75038

Capital One Auto Finance  
 xxxxxxxxxxxxx1001  
 Attn: Bankruptcy  
 PO Box 30285  
 Salt Lake City, UT 84130

Credit One Bank  
 xxxxxxxxxxxxx6119  
 ATTN: Bankruptcy Department  
 PO Box 98873  
 Las Vegas, NV 89193

Ally Financial  
 xxxxxxxx3620  
 Attn: Bankruptcy Dept  
 PO Box 380901  
 Bloomington, MN 55438

Cash Net USA - Bankruptcy  
 Department  
 PO Box 06230  
 Chicago, IL 60606

Credit One Bank  
 xxxxxxxxxxxxx8451  
 ATTN: Bankruptcy Department  
 PO Box 98873  
 Las Vegas, NV 89193

Balance Credit  
 180 N Upper Wacker Dr, Suite 300  
 Chicago, IL 60606

Check n Go  
 7755 Montgomery Road, Suite 400  
 Cincinnati, OH 45236

Credit Protection Association  
 xxxx0103  
 Attn: Bankruptcy  
 PO Box 802068  
 Dallas, TX 75318

Byron Jerome Cooper  
 1601 Silla Dr.  
 Little Elm, TX 75068

Conn's  
 xxxxxxxxxxxxxxxxxxxxx0618  
 3925 College St  
 Beaumont, TX 77701-4611

Credit Systems International, Inc  
 xxxxx3616  
 Attn: Bankruptcy  
 PO Box 1088  
 Arlington, TX 76004

Capital One  
 xxxxxxxxxxxxx0160  
 Attn: Bankruptcy  
 PO Box 30285  
 Salt Lake City, UT 84130

CoServ  
 7701 S Stemmons  
 Corinth, TX 76210

Denton County Tax Assessor  
 PO Box 90223  
 Denton, TX 76202

Case No: 19-43811-elm-13

Debtor(s): **Byron Jerome Cooper**  
**Latricia Myles**

Department of Education/Nelnet  
xxxxxxxxxxx8724  
Attn: Claims  
PO Box 82505  
Lincoln, NE 68501

Internal Revenue Service  
Centralized Insolvency Operations  
PO Box 7346  
Philadelphia, PA 19101-7346

Prestige Financial Svc  
xx3095  
Attn: Bankruptcy  
351 W Opportunity Way  
Draper, UT 84020

Department of Education/Nelnet  
xxxxxxxxxxx8624  
Attn: Claims  
PO Box 82505  
Lincoln, NE 68501

Mr. Cooper  
xxxxxxxxx2546  
Attn: Bankruptcy  
PO Box 619098  
Dallas, TX 75261

RoundPoint Mortgage Servicing  
Corporatio  
xxxxxxxxx7558  
Attn: Bankruptcy  
PO Box 19409  
Charlotte, NC 28219

Discover Financial  
xxxxxxxxxxx8032  
Attn: Bankruptcy Department  
PO Box 15316  
Wilmington, DE 19850

NCC Business Svcs Inc  
xxx1637  
Attn: Bankruptcy  
9428 Baymeadows Rd. Suite 200  
Jacksonville, FL 32256

Stream Energy  
14675 Dallas Pkwy. Ste. 150  
Dallas, TX 75254

eMoneyUSA  
xxxxxxx8759  
Attn: Bankruptcy  
8700 State Line Rd , Ste 350  
Leawood, KS 66206

Nebraska Furniture Mart  
xxxxxxx7REV  
Attn: Collections  
PO Box 2335  
Omaha, NE 68103

Syncb/hhgreg  
xxxxxxxxxxx0184  
Attn: Bankruptcy  
PO Box 965060  
Orlando, FL 32896

First Electronic Bank  
xxxxxxxxxxx5757  
Attn: Bankruptcy  
PO Box 521271  
Salt Lake City, UT 84152

NTTA  
PO Box 660244  
Dallas, TX 75266-0244

Syncb/Rooms To Go  
xxxxxxxxxxx1898  
Attn: Bankruptcy  
PO Box 965060  
Orlando, FL 32896

First Electronic Bank  
xxxxxxxxxxx9597  
Attn: Bankruptcy  
PO Box 521271  
Salt Lake City, UT 84152

OneMain Financial  
xxxxxxxxxxx4715  
Attn: Bankruptcy  
601 NW 2nd St #300  
Evansville, IN 47708

Syncb/Rooms To Go  
xxxxxxx5408  
Attn: Bankruptcy  
PO Box 965060  
Orlando, FL 32896

Front Point  
1595 Spring Hill Rd Ste 110  
Vienna, VA 22182

Opportunity Financial  
130 E. Randolph St. Ste. 3400  
Chicago, IL 60601

Synchrony/Ashley Furniture  
Homestore  
xxxxxxxxxxx8331  
Attn: Bankruptcy  
PO Box 965060  
Orlando, FL 32896

Hillcrest Davidson & A  
xx4610  
Attn: Bankruptcy  
715 N Glenville - Suite 450  
Richardson, TX 75081

Pam Bassel  
7001 Blvd 26, Suite 150  
North Richland Hills, TX 76180

Synchrony/Ashley Furniture  
Homestore  
xxxxxxx2332  
Attn: Bankruptcy  
PO Box 965060  
Orlando, FL 32896

Case No: 19-43811-elm-13

Debtor(s): **Byron Jerome Cooper**  
**Latricia Myles**

---

Synchrony/Ashley Furniture  
Homestore  
xxxxxxxxxxxx2432  
Attn: Bankruptcy  
PO Box 965060  
Orlando, FL 32896

Texas Health Physicians Group  
P.O. Box 975341  
Dallas, TX 75397

Trident Asset Management  
xxxxxx9787  
Attn: Bankruptcy  
PO Box 888424  
Atlanta, GA 30356

Vantage Storage  
11901 FM 423  
Little Elm, TX 75068



Case No: 19-43811-elm-13  
 Debtor(s): Byron Jerome Cooper  
 Latricia Myles

**CREDITORS SECURED BY COLLATERAL OTHER THAN A VEHICLE:**

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
Conn's	Furniture	\$8,887.00	\$4,443.50	1.25%	\$55.54
Total Adequate Protection Payments for Creditors Secured by Collateral other than a vehicle:					<b>\$55.54</b>

**TOTAL PRE-CONFIRMATION PAYMENTS****First Month Disbursement (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):**

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	<b>\$0.00</b>
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	<b>\$79.38</b>
Debtor's Attorney, per mo:	<b>\$721.18</b>
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	<b>\$55.54</b>

**Disbursements starting month 2 (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):**

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	<b>\$3,230.50</b>
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	<b>\$0.00</b>
Debtor's Attorney, per mo:	<b>See Monthly Schedule below*</b>
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	<b>\$0.00</b>

**\*Monthly Schedule**

Month	Plan Payment	Account Balance Reserve	Trustee Percentage Fee	Filing Fees	Noticing Fees	Subtotal Expenses/ Fees	Available	Available for APD	Available for Attorney
1	\$1,000.00	\$5.00	\$89.55	\$0.00	\$49.35	\$143.90	\$856.10	\$134.92	\$721.18
2	\$3,550.00		\$319.50			\$319.50	\$3,230.50	\$3,230.50	\$0.00
3	\$3,550.00		\$319.50			\$319.50	\$3,230.50	\$3,230.50	\$0.00
4	\$3,550.00		\$319.50			\$319.50	\$3,230.50	\$3,230.50	\$0.00
5	\$5,000.00		\$450.00			\$450.00	\$4,550.00	\$3,562.31	\$987.69
6	\$5,000.00		\$450.00			\$450.00	\$4,550.00	\$3,562.31	\$987.69
7	\$5,000.00		\$450.00			\$450.00	\$4,550.00	\$3,562.31	\$987.69
8	\$5,000.00		\$450.00			\$450.00	\$4,550.00	\$3,562.31	\$15.75

**Order of Payment:**

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 Trustee prior to entry of an order confirming the Chapter 13 Plan will be paid in the order set out above. All disbursements which are in a specified monthly amount are referred to as "per mo". At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on the per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. Other than the Current Post-Petition Mortgage Payments, the principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection payments, less any interest (if applicable), paid to the creditor by the Trustee.

DATED: 10/18/2019

/s/ Marcus Leinart  
 Attorney for Debtor(s)

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: **Byron Jerome Cooper**  
*Debtor*

CASE NO. **19-43811-elm-13**

**Latricia Myles**  
*Joint Debtor*

CHAPTER **13**

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on October 18, 2019, a copy of the attached Chapter 13 Plan, with any attachments, was served on each party in interest listed below, by placing each copy in an envelope properly addressed, postage fully prepaid in compliance with Local Rule 9013 (g).

**/s/ Marcus Leinart**

Marcus Leinart  
Bar ID:00794156  
Leinart Law Firm  
11520 N. Central Expressway  
Suite 212  
Dallas, Texas 75243  
(469) 232-3328

Acceptance Now  
xxxxxxxxxxxxxxxxxxxx0707  
Attn: Bankruptcy  
5501 Headquarters Drive  
Plano, TX 75024

Byron Jerome Cooper  
1601 Silla Dr.  
Little Elm, TX 75068

Cash Net USA - Bankruptcy  
Department  
PO Box 06230  
Chicago, IL 60606

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Salt Lake City, UT 84130

CoServ  
7701 S Stemmons  
Corinth, TX 76210

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: **Byron Jerome Cooper***Debtor*CASE NO. **19-43811-elm-13****Latricia Myles***Joint Debtor*CHAPTER **13****CERTIFICATE OF SERVICE**

(Continuation Sheet #1)

Credit One Bank  
xxxxxxxxxxxx0908  
ATTN: Bankruptcy Department  
PO Box 98873  
Las Vegas, NV 89193

Department of Education/Nelnet  
xxxxxxxxxxxx8624  
Attn: Claims  
PO Box 82505  
Lincoln, NE 68501

Internal Revenue Service  
Centralized Insolvency Operations  
PO Box 7346  
Philadelphia, PA 19101-7346

Credit One Bank  
xxxxxxxxxxxx6119  
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Las Vegas, NV 89193

Discover Financial  
xxxxxxxxxxxx8032  
Attn: Bankruptcy Department  
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Wilmington, DE 19850

Mr. Cooper  
xxxxxxxxxx2546  
Attn: Bankruptcy  
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Dallas, TX 75261

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eMoneyUSA  
xxxxxxxxxx8759  
Attn: Bankruptcy  
8700 State Line Rd , Ste 350  
Leawood, KS 66206

NCC Business Svcs Inc  
xxx1637  
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xxxx0103  
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Nebraska Furniture Mart  
xxxxxxx7REV  
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xxxxx3616  
Attn: Bankruptcy  
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Arlington, TX 76004

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Richardson, TX 75081

Opportunity Financial  
130 E. Randolph St. Ste. 3400  
Chicago, IL 60601

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: **Byron Jerome Cooper**  
*Debtor*

CASE NO. **19-43811-elm-13**

**Latricia Myles**  
*Joint Debtor*

CHAPTER **13**

**CERTIFICATE OF SERVICE**

(Continuation Sheet #2)

Pam Bassel  
7001 Blvd 26, Suite 150  
North Richland Hills, TX 76180

Synchrony/Ashley Furniture Homestore  
xxxxxxxxxxxx8331  
Attn: Bankruptcy  
PO Box 965060  
Orlando, FL 32896

Prestige Financial Svc  
xx3095  
Attn: Bankruptcy  
351 W Opportunity Way  
Draper, UT 84020

Synchrony/Ashley Furniture Homestore  
xxxxxxx2332  
Attn: Bankruptcy  
PO Box 965060  
Orlando, FL 32896

RoundPoint Mortgage Servicing  
Corporatio  
xxxxxxxxx7558  
Attn: Bankruptcy  
PO Box 19409  
Charlotte, NC 28219

Synchrony/Ashley Furniture Homestore  
xxxxxxxxxxxx2432  
Attn: Bankruptcy  
PO Box 965060  
Orlando, FL 32896

Stream Energy  
14675 Dallas Pkwy. Ste. 150  
Dallas, TX 75254

Texas Health Physicians Group  
P.O. Box 975341  
Dallas, TX 75397

Syncb/hhgreg  
xxxxxxxxxxxx0184  
Attn: Bankruptcy  
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Orlando, FL 32896

Trident Asset Management  
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Attn: Bankruptcy  
PO Box 888424  
Atlanta, GA 30356

Syncb/Rooms To Go  
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Attn: Bankruptcy  
PO Box 965060  
Orlando, FL 32896

Syncb/Rooms To Go  
xxxxxxx5408  
Attn: Bankruptcy  
PO Box 965060  
Orlando, FL 32896